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ABSTRACT

This document presents a contractual agreement between the Board of Junior College District No. 506 and Sauk Valley College Faculty Association. Articles cover recognition, procedures, agreement appeal procedures, no-strike clause, faculty personnel policies, faculty tenure policy, academic freedom, criteria for selection and promotion of professional staff, types of appointments, evaluation policies, evaluation procedures, change in status, termination of term appointments, termination and continuing appointments, cancellation of classes and/or duties, professional grievance procedures, resignation by advance notice, leaves of absence, fringe benefits, association and professional instructional staff rights, professional compensation, the 1973-74 instructional salary schedule, and the effect of the agreement and duration of the agreement. (MJM)

ED 086136

CONTRACTUAL AGREEMENT

BETWEEN

BOARD OF JUNIOR COLLEGE DISTRICT NO. 506

AND

;AUK VALLEY COLLEGE FACULTY ASSOCIATION

APPROVED: October 8, 1973

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PREAMBLE

The Board of Junior College District Number 506, Counties of Whiteside, Lee, Ogle, Henry and Bureau, State of Illinois, commonly known as the Board of Trustees of Sauk Valley Junior College, hereinafter referred to as the "Board", and the Sauk Valley College Faculty Association, hereinafter referred to as the "Association", recognizes that the aim of Sauk Valley College is to provide the best education and training possible for the residents of the Junior College District and that the achievement of these educational objectives is a matter of mutual concern to the Board and the professional staff.

Mutual understanding and cooperation between the Board and the professional instructional staff are required and the free and open exchange of views, as evidenced in good faith negotiations, is both necessary and desirable.

The Board recognizes that teaching is a profession requiring specialized educational qualifications and both parties acknowledge the fact that the success of the educational program in the District depends in part upon the maximum utilization of the abilities of the professional instructional staff. As evidence of its acceptance of the professional rights and responsibilities of instructors, the Association has endorsed the Code of Ethics of the Education Profession.

ARTICLE I

Recognition

A. The Board recognizes the Sauk Valley College Faculty Association as the sole negotiating agent for the full-time professional staff in matters defined as negotiable in Article II, Section C, of this agreement. The Board agrees that faculty members shall have the right to organize, join, and assist the Association, and to participate in professional negotiations with the Board. It is specifically understood and agreed that the individuals excluded from the bargaining unit are the President, the Deans, the Directors, the Plant Engineer, the Registrar, and their Assistants or Associates.

It is understood and agreed that there shall not be included in the Negotiating Unit any other individual whose duties are primarily administrative in nature or who, as part of his or her official duties, is called upon to evaluate the performance of employees and make recommendations with reference to dismissal, retention or other matters dealing with the employees' continuing status. The Board specifically agrees not to negotiate with any other organization purporting to represent the bargaining unit as defined on page 2 of this agreement for the duration of this Agreement, unless the Association is successfully challenged as provided in Article XXIV - Duration; further, the Board agrees not to negotiate with any member of the Negotiating Unit individually during the duration of this Agreement on matters agreed upon herein.

B. Both parties agree that they shall not discriminate against any employee or Board member for reason of race, creed, color, marital status, sex, age, national origin, or for joining or not joining and/or assisting the Association or the Board. This provision shall not prohibit the enforcement of any policy with reference to "nepotism" as the Board may adopt.

C. This recognition shall entitle the Association to organizational use of staff bulletin boards in the Faculty Lounge and Library, payroll deduction of membership dues, if requested, intra-school mail service and the use of College facilities for meetings, as governed by current Board policies.

D. Nothing herein shall require any member of the professional instructional staff or counselor to be a member of the Association.

E. It is recognized that the legal responsibility for the College is vested in the Board of Trustees. However, the Board agrees to participate in good faith negotiations as provided herein.

F. Nothing contained herein shall limit or restrict the Board's responsibility and authority to amend or adopt Board policy as the Board in its discretion deems necessary, except that no Board policy shall be amended where the subject matter of such policy is the product of specific agreement between the parties hereto after negotiation and upon inclusion in this Agreement. Further, nothing contained herein shall prevent the Board from executing the legal responsibilities imposed upon it by law.

G. The faculty shall have made available to them through the Registrar's Office, a copy of the official college calendar within 10 days after it has been approved by the Board.

ARTICLE II

Procedures

A. Obtaining Objectives:

1. The process provided for in this Agreement is dependent upon mutual understanding and cooperation. Representatives of the parties shall meet at reasonable times and places and negotiate

in good faith to reach agreements on matters defined as negotiable in this Agreement.

2. The following concepts are inherent in the phrase, "good faith negotiations":

   (a) Each group will deal with the chosen representatives of the other

   (b) Each group will deal with the other honestly and in a bona-fide effort to reach agreement

   (c) Each group will meet at reasonable times and places in order to facilitate negotiation

   (d) A representative of each group will carry the necessary authority to make proposals and counter-proposals, to compromise and to make agreements subject to final ratification

3. The Board agrees that it will not knowingly deprive any faculty member of his rights under the laws of the State of Illinois or the Constitution of the State of Illinois or of the Constitution of the United States.

B. Representation:

1. Members of the negotiating team shall be three (3) in number for each team unless the number is changed by mutual consent. Members of the negotiating team for the Board shall be confined to members of the Board of Trustees, or regularly employed members of the professional college staff (excluding the President of the College). Members of the negotiating team for the Association shall be confined to members of the Association. Subject to these limitations, neither party will attempt to exert any control over the other party's selection of its representatives.

(10) Reimbursement for Substitute Teaching

(11) Tenure

(12) Retrenchment

(13) Promotional Policy and Academic Rank

(14) Merit Pay and Overload Pay

(e) Other mutually agreed upon matters

D. Directing Requests:

1. Requests from the Association for meetings of the negotiating teams shall be made in writing directly to the Chairman of the Board. Requests from the Board shall be made in writing directly to the President of the Association. Requests shall be accompanied by an agenda of the items to be considered. Within ten days of the date of mailing the request, a mutually convenient time and place for a meeting shall be established. The meeting shall take place within fifteen (15) days after the mailing of the request.

2. Additional meetings may be agreed upon by the negotiating teams to enable them to complete consideration of agenda items. Every effort shall be made to schedule meetings so as to avoid conflicts with college duties of Association representatives or with the duties or responsibilities of the Board's representatives.

E. Exchange of Information:

The Association shall be furnished, on request of its President or its duly authorized representatives, all regularly and routinely prepared information concerning the financial condition of the College, including annual financial audit and adopted budget. In addition, the Board and Administration will

grant the reasonable requests of the President or of the duly authorized representatives of the Association for any other readily available and pertinent information which may be relevant to negotiations and/or grievances.

Nothing herein shall require the central administrative staff to research and assemble information. The Association shall furnish copies of pertinent information as reasonably requested by the Chairman of the Board or its duly authorized representatives.

ARTICLE III

Agreement

When tentative agreement is reached on all matters being negotiated, it shall be reduced in writing and submitted to the Association membership and the full Board of the College for ratification. Such document, if ratified by both parties, will become a part of the official minutes of the Board and shall be made an appendix to this Agreement. It shall be signed by the Chairman or President and the Secretary of the respective parties. When necessary, provisions in the Agreement shall be reflected in the individual contract or statement of conditions of service as submitted to employees. The Agreement shall not discriminate against any member of the negotiating unit, regardless of membership or non-membership in the Association.

ARTICLE IV

Appeal Procedures

A. If agreement is not reached on all items within sixty (60) calendar days of commencement of negotiations, either party may declare an impasse has been reached and call for the selection of a mediator. A written request for mediation by one party shall be considered a joint request for mediation and the other party shall join in the request.

B. Mediation:

1. A mediator shall be selected within ten (10) calendar days from the date on which either party declares in writing to the other that an impasse exists. If the parties cannot agree on a mediator, a list of five mediators shall be secured from the Federal Mediation and Conciliation Services. Such a list shall not include a resident of the Junior College District. Final selection of the mediator shall be made by the parties who shall strike a name from the list of five alternately, until one name remains, and this person shall serve as the mediator. The party eligible for the first deletion shall be determined by chance.
2. If the final mediator named is unable to serve, the last name struck from the list shall be the alternate.
3. The total time for the mediation process shall not exceed twenty (20) calendar days from the date of selection of the mediator. The mediator shall meet with the parties or their representatives, either jointly or separately, and shall take such other steps as he may deem appropriate in order to persuade the parties to resolve their differences and effect a mutually

acceptable agreement, provided that the mediator shall not make findings of fact or recommend terms of settlement without the consent of the parties. If findings of fact or recommendations are made, they shall not be made public without the written consent of both parties.

C. Fact Finding:

1. If agreement cannot be reached through deliberations with a mediator within the prescribed time limits, a fact-finder shall be secured from the American Arbitration Association in the same manner as provided for the selection of a mediator, provided that the list submitted from the American Arbitration Association shall not include any person submitted as a possible mediator.

2. The fact-finder shall, within 10 days after his selection, meet with the parties or their representatives, or both, either jointly or separately, make inquiries and investigations, hold hearings, and shall take other steps as he deems appropriate. The Board and Association shall furnish the fact-finder, upon his request, all records, papers, and information in their possession relating to any matter under investigation by or in issue before the fact-finder.

3. If the dispute is not settled prior thereto, the fact-finder shall make findings of fact and recommend terms of settlement, which recommendations shall be advisory only within 30 days after his selection. Any finding of fact and recommended terms of settlement shall be submitted in writing to the parties.

4. Within 10 days after receipt of the written report, both parties must notify the fact-finder, in writing, of their decision. If the written report is not accepted, the reasons for non-acceptance must be included in the response. If no agreement is reached within 10 days after receipt of the written report, the responses will be added to the written report and copies will be released to the public.

ARTICLE V

No-Strike Clause

It is hereby recognized that it is the law of the State of Illinois that no public employee, any organization of employees, nor any person acting on behalf of an employee organization, shall ever at any time engage in or encourage or support any strike, slow down, or other concerted refusal to render full and complete services in a college district. The Association hereby agrees not to strike, or engage in, or support or encourage any concerted refusal to render full and complete services in the Junior College District or to engage in or support any activity whatsoever which would disrupt in any manner the operation of the College during the term of this Agreement.

ARTICLE VI

Faculty Personnel Policies

A. Basis for Personnel Policies:

1. Establishment of these policies is the legal responsibility of the governing Board of Sauk Valley College in accordance with

provisions H.B. 1710, 74th Illinois General Assembly.

2. The intent of these personnel policies is to insure the selection and maintenance of a highly qualified staff capable of conducting a comprehensive community college program which will warrant national recognition and meet the following standards:

   a. The Standards and Criteria for the Evaluation and Recognition of Illinois Public Junior Colleges and Other Guidelines. Policies and Procedures Approved by the Illinois Junior College Board.

   b. The regional and national accreditation standards for higher education in general and for community colleges in particular.

   c. The requirements of such other governing or regulatory agencies from which the college must seek approval for programs and/or funds.

B. Workload: 1973-1974 Academic Year:

1. Workload for the full-time teaching staff for the 1973-74 academic year shall be assigned by the appropriate Dean in accordance with the needs of the college as determined after discussion with concerned individual faculty members and respective departments.

   Workloads up to 32 credit hours without overload compensation may be assigned for the academic year. Credit hours for workload will be determined allowing 1 credit hour for each lecture hour and .75 credit hour for each laboratory hour.

   Faculty teaching in programs which by their nature, and/or due to facilities available for the educational process, are low enrollment classes may carry loads as follows:

(a) Industrial and Technical - maximum without overload of 40 credit hours per academic year.

(b) Medical laboratory - maximum without overload of 40 credit hours per academic year.

Those faculty who have special duties or responsibilities within the college assigned by their respective Deans may be given released time from their workload.

Faculty members shall maintain at least five (5) office hours per week per semester.

Overload will be determined on the basis of the assignment for the academic year, ie., the fall semester plus the spring semester. Any faculty member may have the option of accepting or refusing an overload of more than 1 credit hour. A written agreement stating the conditions of the overload must be presented to the individual faculty member prior to the start of the overload period:

2. Workload for full-time faculty (other than full-time teaching staff) eligible for membership in the SVC Faculty Association shall be 37 hours per week.

Instructional duties for these individuals shall be assigned on the basis of six (6) hours released time for a 3 semester credit hour course taught, or when released time would be detrimental to their department, paid overload compensation at the option of the appropriate dean.

3. Teaching of community service courses will not be considered a part of the faculty member's normal workload. Full-time faculty members may volunteer to teach community service courses with

the selection and assignment of faculty members to be made by the Dean of Community Services. Faculty will be paid for teaching Community Service courses at the same rate as they would receive for overload.

C. The current Counselors and Audio Visual personnel shall be granted Academic Rank.

ARTICLE VII

Faculty Tenure Policy

A. Tenure Definition

Tenure is hereby defined as the continued contractual appointment to a professional position of employment at Sauk Valley College. Tenure, as defined in this Agreement, applies to all full-time professional staff members who are eligible for membership in the bargaining unit. Tenure is not related to a specific position, however, any professional staff member having the status of tenure whose position is changed must be classified and paid for his new position at not less than the highest level of classification commensurate with his academic credentials and experience.

B. Tenure Schedule

Professional staff members shall initially be appointed for no longer than one year. Such appointments must be reviewed annually and eligibility for tenure will be based upon completion of three years of full-time professional service at Sauk Valley College. Service started prior to January 1 will count as a full year; service started subsequent to January 1 will not count toward tenure. Prior to tenure, if the employee is not to be reemployed

at the end of his contract, he shall be given written notice from the President of the Board's decision not to reemploy him not later than March 15 of the contract year.

C. Approval Procedure

Tenure will be granted upon recommendation of the President of the College with specific Board approval required in each individual case. A maximum of one additional probationary year may be approved by the President upon recommendation of the appropriate dean. In such cases, the President shall notify the Board and the individual concerned in writing of the specific reasons for the additional year of probation, as well as the requirements to be fulfilled during that year.

D. Dismissal for Cause

Any one of the following shall be considered adequate cause for suspension and possible termination of tenured staff:

1. Inadequate performance of duties
2. Willful and continuous neglect of duties
3. Unprofessional conduct
4. Violation of official college policies
5. Moral turpitude
6. Unjustifiable insubordination
7. Physical or mental incapacity

E. Other Reasons for Termination

1. Age: Tenure shall expire automatically and without notice upon completion of the contract year in which the 65th birthday of a tenured staff member occurs. Employment after 65, if any, shall be on either a temporary or an annual contract basis.

2. Budget or Program Retrenchment: The services of any member of the professional staff may be terminated in the event of the need for financial or program retrenchment. Notification of termination shall be given as soon as the need for retrenchment is apparent, but in any case, not later than February 1 of the contract year. Such termination shall be made at the close of the contract year. The college will reimburse the individual for expenses incurred to locate and move to a new position up to a sum of $250 upon presentation of appropriate vouchers to the Dean of Business Services. Positions which have been vacated on such grounds shall not be filled within two years. If the position is to be refilled, it must first be offered to the retrenched person if even only on a part-time basis. The retrenched employee must notify the college of his intent to accept the position within 14 calendar days after the receipt of offer. Members of the division in which the retrenchment is being considered shall be consulted in a division meeting held prior to any Board action on the retrenchment. The opinions of the division must be filed within 14 days after the said meeting by the division chairman with the President who in turn will forward them to the Board prior to any Board action on the matter. In the event that staff retrenchment is indicated by the Board, the following criteria shall be considered the major factors in determining which staff are not to be reemployed: 1) Quality of instructio 2) Educational background; 3) Seniority within a subject-matter area. Those staff ranking lowest in these attributes should be the first subject to retrenchment.

3. Nepotism: The spouse, parent or child of a member of the professional staff or of the College Board shall not normally be considered eligible for full-time appointment. Should such an individual assume full-time employment, such employment shall not exceed two years, and shall terminate upon employment of a replacement satisfactory to the President. However, the conditions of this statement on nepotism shall not effect the continuing employment of an individual who has attained the status of tenure.

ARTICLE VIII

Academic Freedom

It is the policy of Sauk Valley College to maintain and encourage an atmosphere of freedom in teaching commensurate with the responsibility which each instructor must assume. The College believes that creative scholarship can thrive only in an atmosphere where there is freedom for examination of ideas. Such freedom includes the right to investigate problems, and to evaluate and question accepted theories. It carries with it the responsibility to offer alternative solutions in an unbiased manner and to develop in students the habit of independent investigation.

The protection of the prerogatives of academic freedom requires a conscientious, responsible staff. Specifically, each faculty member should uphold the dignity of the College in all his activities; set for his students an example of integrity, tolerance and decency; and maintain high standards of scholarship and personal conduct.

ARTICLE IX

Criteria for Selection and Promotion of Professional Staff

A. General Requirements

The following general qualifications will be considered in the selection and promotion of teaching staff:

1. Mastery of subject matter
2. Demonstrated teaching capability
3. Interest in students as individuals
4. Understanding of the comprehensive community college program
5. Potential for continued professional growth
6. Meritorious service

B. Specific Minimum Requirements for Selection of Instructional Staff

The instructional staff is classified into five groups:

1. Assistant Instructor
2. Instructor
3. Assistant Professor
4. Associate Professor
5. Professor

Initial appointments are made in accordance with the following guides for employment at the various ranks. Appointments are made on an individual basis and final salary and rank depend upon personal qualifications as well as education and experience. In individual cases outstanding prior achievement may be equated to degree requirements and/or professional experience.

1. Assistant Instructor: A certificate or diploma from a vocational, technical or other training school in the field of specialization. Program of preparation should be the equivalent of two years of post high school education. One year of credit is given for each two years of clinical and work experience in determining placement on the schedule. This rank may also be assigned to an appointee who holds a bachelor's degree

and is working toward a master's degree in the field of teaching specialization or a master's degree with a graduate major in the teaching subject field.

2. Instructor: A master's degree in the field of specialization, or a master's degree with a graduate major in the teaching subject field. In those fields in which a graduate degree is not available, the following alternatives may be considered:

   a. A bachelor's degree and 30 semester hours of graduate credit, or;

   b. A total of 150 semester hours of college credit

   In all cases, the preparation should include the equivalent of an undergraduate major and appropriate graduate courses in the field of specialization.

3. Assistant Professor: A master's degree in the field of specialization or a master's degree with a graduate major in the teaching subject field and four years of professional experience; or a doctorate degree in the field of specialization and less than four years of professional experience. In those fields in which a graduate degree is not available, the following alternatives may be considered:

   a. A bachelor's degree and 30 semester hours of graduate credit, or;

   b. A total of 150 semester hours of college credit

   In all cases, the preparation should include the equivalent of an undergraduate major and appropriate graduate courses in the field of specialization.

4. Associate Professor: A master's degree in the field of specialization or a master's degree with a graduate major in the teaching subject field and 30 hours of approved graduate credit, and eight years of professional experience, at least two of which shall be successful college teaching, or a doctor's degree in the field of specialization, and six years of professional experience, at least two of which shall be successful college teaching.

   In those fields in which a graduate degree is not available, the following alternatives may be considered:

   a. A bachelor's degree and 60 semester hours of graduate credit, or;

   b. A total of 180 semester hours of college credit

   In all cases, preparation should include the equivalent of an undergraduate major and appropriate graduate courses in the field of specialization.

5. Professor: A doctor's degree in the field of specialization, or a master's degree in the field of specialization or a master's degree with a graduate major in the teaching subject field, and 60 hours of approved graduate credit. Ten years of experience, at least five of which shall be successful college teaching.

   In those fields in which a graduate degree is not available, the following alternatives may be considered:

   a. A bachelor's degree and 80 semester hours of graduate credit, or;

   b. A total of 200 semester hours of college credit

In all cases, preparation should include the equivalent of an undergraduate major and appropriate graduate courses in the field of specialization.

ARTICLE X

Types of Appointments

A. Appointment to the professional staff shall be in one of three categories: temporary, term or continuing.

1. A temporary appointment shall be an appointment for an unspecified period and may be terminated at any time. Temporary appointments ordinarily are for part-time service, voluntary service, or for periods of less than one year.
2. A term appointment shall be an appointment for a specified period of time, normally for one year. Such an appointment shall automatically expire at the end of the agreed term unless terminated earlier in accordance with subsequent provisions of these policies.
3. A continuing appointment shall be a tenured appointment and shall continue indefinitely unless terminated in accordance with subsequent provisions of these policies. It shall not be affected by change in rank.

ARTICLE XI

Evaluation Policies

A. The evaluation of a professional staff member's performance will be primarily the responsibility of the appropriate dean or other supervisor who is responsible to the President for the preparation of recommendations regarding the status of staff under his supervision. Evaluation will be related to duties and responsibilities as stated in the Faculty Handbook.

ARTICLE XII

Evaluation Procedures

A. The evaluation of a professional staff member's performance will be a cooperative process including, but not limited to, deliberations between the staff member and his immediate supervisor. The areas to be evaluated will include professional and academic growth, college service, instructional service and/or administrative service. The supervisor's annual evaluation will be presented to each staff member for his review and comment and then forwarded to the appropriate dean. A copy will be forwarded to the President for his consideration in preparing his annual recommendations for the Board of Trustees approval.

ARTICLE XIII

Change in Status

A. Annual Review

1. There will be an annual review of the performance and status of each member of the professional staff holding a term or continuing appointment. This shall include a conference between the staff member and the appropriate dean or other immediate supervisor to be followed by recommendations to the President. These recommendations shall be based on the documented evaluation data compiled in accordance with approved procedures for staff evaluation.

B. Results of Review

1. The following actions may be taken as a result of the annual review:

   a. Retention with normal salary increment
   b. Retention with extra salary increment(s)
   c. Promotion to higher rank
   d. Termination of service
   e. Granting of continuing appointment (term appointees only)
   f. Retention without salary increment

If the President recommends a, b or c above, and if the Board's disposition of the recommendation is contrary to such recommendation, the staff member in question shall be given written notice of the Board's final decision concerning the President's recommendation within two weeks following the next regular Board meeting. When option "f" is exercised for the second time for a tenured staff member, such staff member shall have the right to demand that either dismissal proceedings will be initiated or that he will thereafter receive his normal increment.

C. Notification

1. The division chairman or other immediate supervisor shall notify each staff member of the recommendation that is being made as a result of the annual review. For a term appointee this shall be accomplished by February 15 and for a continuing appointee, January 1. (Note Article VII-B on Tenure for notification procedure on the granting of continuing appointment.) The staff member may then request a meeting with the President, the appropriate dean, and the division chairman or other immediate supervisor, to show cause for any inequity in the recommendation. He may invite up to two observers of his choice to attend the meeting. In any case within two weeks of the above dates, the staff member will be given written notice by the President of his decision regarding the recommendation.

If the recommendation is for termination of service or for retention without salary increment, the staff member may request the Board of Trustees to review his case. Such a request must be made within 10 days after the staff member has received written notification of the President's recommendation. The staff member may enlist the assistance of the Association in presenting his case to the Board.

ARTICLE XIV

Termination: Term Appointments

A. Prior to Completion of Agreed Term:

1. If a term appointment is to be terminated prior to completion of agreed term, cause shall be given and procedures will be identical with the provisions for termination of continuing appointments as in Article XV Termination: Continuing Appointments.

ARTICLE XV

Termination: Continuing Appointments

A. Termination for Cause:

1. The services of a faculty member with a continuing appointment may be terminated for any of the causes set forth in Article VII, D, the termination to be in accordance with the following procedures:

2. When the President receives a recommendation for termination, or other information or complaint against a tenured member of the faculty containing allegations which, if true, might serve as a cause for termination and he deems such information to be substantial, he shall discuss it with the individual concerned and shall make such investigation as he considers appropriate, including the review of any written documentation which may be available to him. If the President decides to recommend termination to the Board, the individual concerned shall be formally notified at least 7 days prior to the President's recommendation

being acted upon by the Board, and shall be given the opportunity to be present at the time the recommendation is made to the Board. If the Board accepts the President's recommendation, then the individual and/or the Association may appeal the Board's decision by filing a written notice of appeal, setting forth the basis for the appeal. The notice shall be filed with the Chairman of the Board within 7 days after the individual has been notified of the Board's action on the President's recommendation. The appeal shall then be presented at the first regular Board meeting following receipt of the notice of appeal, provided a meeting is scheduled within two weeks, otherwise a special meeting shall be called. The Board shall have the option of considering the appeal in an executive session. The individual and/or Association shall have the option of requesting a formal hearing before the Board or presenting the case through written briefs. No later than one week after the conclusion of the hearing, the Board of Trustees shall render its decision in writing to the Association and the individual involved. If the Board's decision is unacceptable, the matter may be submitted to arbitration as provided in Step 4 of Paragraph C of Article XVII - Professional Grievance Procedure. The decision of the arbitrator will be accepted as final, and in lieu of any other remedy, by the Board, the Association and the individual member or members of the Association affected thereby.

ARTICLE XVI

Cancellation of Classes and/or Duties

A. If the President (or his representative, if the President is absent from the campus), receives a recommendation or other information regarding a member of the faculty containing allegations which, if true, might serve as a cause for termination and he deems such information to be substantial, and if, in the opinion of the President or his representative, immediate harm to the faculty member, the College or to others may result from his continued presence or acts, the President, or his representative, shall have the right to immediately cancel the classes and/or duties of that faculty member and to cause him to absent himself from the classroom or the campus. In the event of such action, the faculty member shall have the opportunity of following the Professional Grievance Procedure starting at Step 3, by notification to the Chairman of the Board within 7 days after such action by the President or his legal representative. If the matter proceeds to Step 4 of the Professional Grievance Procedure, the decision of the arbitrator will be accepted as final and in lieu of any other remedy by the Board, the Association, and the individual member or members of the Association affected. It is understood that such cancellation of classes or duties will cause no loss of pay or benefits to the faculty member prior to a decision being rendered by the Board.

ARTICLE XVII

Professional Grievance Procedure

WHEREAS, the establishment and maintenance of a harmonious cooperative relationship between the College and the professional instructional staff is essential to the operation of the College, it is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to alleged grievances free from coercion, interference, restraint, discrimination or reprisal, and by which the College and the staff are afforded adequate opportunity to dispose of their differences without the necessity of time-consuming and costly procedures before administration agencies or in the courts.

A. Definitions:

1. A "grievance" shall mean a claim that there has been an alleged violation, misinterpretation or misapplication of a provision of this Agreement or of any established written College policy as such policy pertains to wages, hours, and terms and conditions of employment.
2. A "grievant" shall be any party to this Agreement or any member of the professional instructional staff who shall submit a grievance.
3. Association representative or grievance committee means a member or members of the Association's grievance committee, which is composed of seven members from the local Association appointed in accordance with the by-laws of the Association.
4. Time limits: All time limits refer to calendar days.

B. General Conditions:

1. The Board acknowledges the right of the Association's grievance committee to participate in the processing of a grievance at any level if the grievant so desires, and that no grievant be required to discuss any grievance if a grievance committee member is not present.

2. At least one member, and not more than three members, of the grievance committee, in addition to the grievant, shall be present for any meeting, hearing, appeals or other proceedings relating to a grievance which has been formally presented, provided it is the wish of the grievant. Nothing contained herein shall be construed as limiting the right of any grievant to have a grievance adjusted without the intervention of the Association, provided that if the grievance has been formally filed with the Association, the Association shall be notified of the final settlement.

3. The parties acknowledge that it is usually most desirable for a grievant and his immediately involved supervisor to resolve problems through free and informal communications. When requested by a grievant, the grievance committee may intervene to assist in this procedure. However, should such informal processes fail to satisfy the grievant, then a grievance may be processed in accordance with the following procedure.

4. If a grievance is to be processed in accordance with "C-Procedures", the grievant shall initiate step one within 90 days from the date he is notified of the occurrences of the event giving rise to the grievance. The failure of the Administrator

or the Board to give a decision within the time limits stated shall permit the grievant to proceed to the next step. The failure of a grievant, or the Association, to take action in accordance with this Agreement within the prescribed time limits shall act as a bar to any further appeal.

5. The number of days indicated at each level shall be considered maximum, and every effort shall be made to expedite the process. The time limits may be extended by mutual consent.
6. All decisions shall be rendered in writing to the grievant and the Association at each step of the grievance procedure setting forth the findings of fact, conclusions and supporting reasons.
7. Either party shall have the right to be represented by representatives of his choice (not to exceed three in number) at any level above step one.
8. Either party shall have the right at all stages of a grievance proceeding to confront and cross-examine all witnesses called against him to testify and to call witnesses on his own behalf.
9. Hearings and conferences under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses entitled to be present, to attend, and will be held, in-so-far as possible, at other than College hours or during non-teaching time of personnel involved. When such hearings and conferences are held, at the option of the Administration, during College hours, all employees whose presence is required shall be excused, with pay, for that purpose.
10. No reprisals of any kind shall be taken against any staff member

for participating in any grievance proceeding. If any staff member for whom a grievance is filed, processed or sustained, shall be found to have been unjustly charged, and if suspension is involved, he shall be restored to his former position.

11. All documents, communications and records dealing with the grievance shall be filed separately from the personnel files of the participants.

12. It is agreed that the grievant shall be furnished with copies of any written information in the possession of the Board and/or the Administration necessary for the processing of any grievance or complaint.

13. A grievance may be withdrawn at any level without establishing a precedent.

14. All communications, notices or decisions required may be personally delivered to the party or parties entitled thereto or may be mailed to them by certified or registered mail to their last address as shown on the College records. Delivery shall be deemed to have been made when the document is deposited in a United States mail box. All communications, notices, or decisions for the Association or the Board shall be delivered or mailed to the respective President or Chairman.

C. Procedures:

All grievances accepted by the Association shall be presented and adjusted in the following manner:

Step #1. The Association shall present the grievance immediately in writing, setting forth the particular provision or provisions of the Agreement or policy involved, to the supervisor who will

arrange for a meeting to take place within 14 days after receipt of the grievance. The grievant, the Association's representative, and the involved supervisor shall be present for the meeting. The supervisor must then submit his decision in writing within 14 days after such meeting. If there is no supervisor applicable, the grievance would start at Step #3.

Step #2. If the grievance is not resolved by Step #1, then the Association shall file a written appeal with the President or his official designee within 14 days after receipt of the Step #1 decision or within 14 days after the Step #1 meeting, whichever is the later, setting forth the basis for the appeal. The President shall arrange for a hearing with the grievant and the representatives of the Association's grievance committee to take place within 14 days of his receipt of the notice of appeal. Upon conclusion of the hearing, the President shall have 14 days in which to provide his written decision to the grievant and the Association.

Step #3. If the Association is not satisfied with the disposition of the grievance by the President or his designee, or if no disposition has been made within the time limits in Step #2, the grievance shall be transmitted to the Board of Trustees by filing a written notice of appeal, setting forth the basis for the appeal, with the Chairman of the Board within 14 days after receipt of the President's decision, or within 14 days after the hearing. The grievance, together with a record of the prior proceedings, shall be presented at the first regular Board meeting following the decision to appeal, provided the regular meeting is scheduled within two weeks; otherwise, a special Board meeting shall be called.

The Board shall have the option of considering the appeal in an executive session. The Association shall have the option of requesting a formal hearing before the Board or of presenting the case through written briefs. No later than 14 days after the conclusion of the hearing, the Board of Trustees shall render its decision in writing to the Association and the grievant.

Step #4. If the Association is not satisfied with the decision of the Board, or if no decision has been made within the period provided in Step #3, the Association may submit the grievance to arbitration before an impartial arbitrator. The Association must declare in writing to the Board that such arbitration is desired. Such declaration must be made to the Board within 14 days after the Association has received the decision of the Board on their appeal to them. If the parties cannot agree on an arbitrator, a list of five or more arbitrators shall be secured from the American Arbitration Association. The Arbitrator shall be selected within 14 days of the receipt of the list of arbitrators from AAA. Such a list shall not include a resident of the Junior College District. Final selection of the arbitrator shall be made by the parties who shall strike a name from the list of five alternately until one name remains, and this person shall serve as arbitrator. The party eligible for the first deletion shall be determined by chance. The Administration and the Association shall not be permitted to present in such arbitration proceedings any evidence not previously disclosed to the other party at the Board hearing. The arbitrator shall have no power to alter, add to, or subtract from the terms of the Agreement. Both parties agree to be bound by the award of the

arbitrator. The fees and expenses of the arbitrator shall be shared equally by the parties. Should only one party request a transcript of the proceedings, then that party shall bear the full costs of that transcript. Should both parties order a transcript, then the cost of the two transcripts shall be divided equally between the parties.

ARTICLE XVIII

Resignations by Advance Notice

A. If a faculty member is contemplating resignation, it should be discussed with his division chairman or immediate supervisor at the earliest possible time. Normally a resignation will not be accepted after July 1, except in extreme cases, and then subject to the availability of a replacement satisfactory to the President. In any case, the mutual interest of the College and the individual will be considered.

ARTICLE XVIX

Leaves of Absence

A. Sick Leave:

1. Sick leave shall accrue to all full-time staff members at the rate of 15 days the first year and 10 days per year thereafter. Sick leave for the full contract year shall accrue as of the first duty day of employment and shall terminate as of the last duty day of employment.

Sick Leave for those on twelve-month contract shall accrue at the rate of 17 days the first year and 12 days per year thereafter.

2. Sick leave shall be credited to each employee at the beginning of each contract year so that the accumulated unused sick leave from prior periods plus the credit for the current year will be the total amount of sick leave benefits available to that employee through the end of the fiscal year (June 30).
3. This procedure has the effect of crediting the employee with a sick leave advance which must be repaid to the College through full-time employment during the contract year. Should service terminate after this banked credit has been used by the employee, the unearned portion of the sick leave used will be considered as a debt to be repaid to the College by deduction from the final salary payment.
4. Sick leave may be accumulated without limit. Sick leave will be deemed to be the result of the personal sickness of the employee involved. The employee may use up to 10 days of his sick leave in any one contract year for sickness in the immediate family which creates the necessity for the employee to remain away from the place of employment, or for personal bereavement related to a member of the immediate family.
5. Sick leave without salary may be granted to members of the professional staff subject to the discretion of the Board of Trustees. During any such leave, the administrator shall make appropriate arrangements for carrying on the activities of the affected area with due regard to the work load of other members of that area.

6. The immediate supervisor or division chairman shall submit a report to the Business Office of the number of days sick leave taken. The report shall be on forms supplied by the Business Office. A person may only be charged for sick days when he/she would normally be working. The Board reserves the right to require a Physician's Certificate that the individual is incapacitated from performing his or her usual or ordinary duties for any sick leave taken.

7. If a person is sick, he shall notify his immediate supervisor or his division chairman at the earliest possible time, but not later than the time his duties are to begin. If personal leave is to be used, such notice shall be given, whenever possible, not later than 24 hours before duties are to begin.

8. Each member of the professional staff may take three days annually for personal leave. Any days so taken will be charged against the sick leave credit of the individual.

9. No compensation shall be paid for sick leave accrued unless the individual is sick and incapacitated from performing his or her usual and ordinary duties or personal leave taken as in Paragraph 8. Upon termination of service, any accrued but unused sick leave shall be cancelled.

B. Maternity Leave:

1. Members of the professional staff who become pregnant should report this fact to their appropriate Dean not later than the fourth month of pregnancy. The President shall grant a leave of absence without pay upon request of the professional staff member until the beginning of the next semester after the delivery of the child. Return to service may be delayed until the beginning of the second

semester after delivery with the approval of the President and other appropriate administrative officers.

2. On request from the staff member and upon the President's recommendation, the Board may grant an extension of such leaves of absences up to a total of one year with no loss of rank, tenure, placement on the salary schedule or accrued sick leave.
3. Sick leave shall not be granted or used for maternity leave purposes.
4. Not later than one month prior to the approved date for return from pregnancy leave, a physician's certificate indicating that the subject is capable of returning to full-time responsibility shall be furnished by the returnee.

C. The Board shall pay the regular salary to a teacher called to serve as a juror and the teacher shall submit his reimbursement to the college.

D. Other Leaves:

The President, with the approval of the Board of Trustees, may grant other leaves of absence with full pay, reduced salary or without salary for the purpose of professional development, acceptance of professional assignments of limited duration with other colleges, governmental agencies, or with foreign nations. Such leaves shall be for appropriate purposes consistent with the needs and interest of the College. Application for such leaves shall be made, in writing, to the President, and shall state the purpose for which the leave is requested, its anticipated duration, and its value to the College. The terms and conditions of the leave shall be determined at the time the request for leave is acted upon.

E. Retirement Program:

1. All permanent employees, including part-time employees, whose employment is considered as permanent at Sauk Valley College, are required to participate in the State Universities Retirement System, effective with the beginning of the first day of employment. Details concerning retirement allowances, disability benefits, reciprocity and refunds are contained in the System's Handbook issued to every member at the beginning of his employment.

F. Other Employment:

1. Any faculty member who accepts substantial outside employment during the individual contract period without written notification to the appropriate supervisor may be subject to dismissal proceedings.

ARTICLE XX

Fringe Benefits

A. The College makes available to all members of the Bargaining Unit, at their option, a group hospitalization and major medical insurance program, group life insurance benefits and dependent life insurance on a 50-50 basis, with the College paying half, and the individual paying half.

B. The College agrees to grant free tuition enrollment at Sauk Valley College for all full-time professional instructional staff, their spouses and their children under 21 years of age. It is also agreed that any portion of institutional charges that are allocated by

Board policy towards financing the Student Activity program is not construed as a part of the tuition waiver as approved in this Agreement.

C. The College agrees, at the option of the individual, to pro-rate their ten-month salary over a twelve-month period. Once an individual has elected a method of payment, it may not be changed until the beginning of the next college year.

D. The College agrees to pay the regular expenses for academic robes and regalia required for any Sauk Valley College function.

E. A separate and private dining area shall be provided for the use of the professional staff.

F. The Board will pay tuition at the rate not to exceed $30 per credit hour for the completion of approved courses taken by a member of the full-time professional staff. Approval of these courses must be obtained from the respective Dean or immediate supervisor prior to enrollment by the member of the professional staff and such courses should promote the maintenance or improvement of the professional competence and qualifications of the appropriate staff member. Tuition reimbursement shall be made upon the presentation of a voucher or receipt from the institution where the staff member was enrolled to the Dean of Business Services and should bear the endorsement of the appropriate Dean approving such reimbursement, and upon completion of the course and receipt of transcript. Tuition reimbursement will be limited to 6 semester hours during any fiscal year.

ARTICLE XXI

Association and Professional Instructional Staff Rights

A. Officers and committee chairmen of the Association shall have the right to use College equipment such as typewriters, calculating machines and audio-visual equipment at all reasonable times when such equipment is not otherwise in use, subject to regulations determined by the Dean of Business Services and subject to the approval of the individual who is charged with the responsibility for that piece of equipment.

The Association's Negotiation Committee's expenses for duplicating (with College equipment) material for use of the Board or Board Committee in negotiations shall be paid for by the College out of funds budgeted for the Board.

B. The Board agrees to regularly furnish to the Association two copies of the Agenda and Minutes of all Board meetings.

C. An individual's personnel file shall be open to him upon request, with the exception that any confidential credentials or references submitted by a party outside the College shall not be revealed without the permission of the originator. The Association shall have similar access to an individual's personnel file with the individual's written consent, subject to the same restriction in regard to confidential materials originated outside of the College. Reproduction of materials shall be subject to limitations imposed by law and/or by the originator if the originator is from outside the College. The following material shall be maintained in each professional instructional staff member's file:

1. Application for employment with reference, placement data (if submitted) and complete transcripts of academic credit earned prior to and subsequent to employment by the College.
2. Copy of all evaluation reports and recommendations regarding the staff member's professional performance and competence.
3. Copies of each contract and notification of change of status (promotion, tenure) of the individual.
4. All other correspondence relating to the staff member's professional performance and competence, and to his standing in the community. If correspondence of a derogatory nature is received by the College, and if such correspondence is to become a part of the personnel file, such correspondence shall be reported to the staff member within three weeks of the receipt of such correspondence.

   Requests to examine an individual's personnel file should be submitted in writing to the President's office and such examination or the reproduction of any portion of the file shall be conducted in the presence of the President or his designated representative.

D. The Board agrees to set aside a small room or office with table, chairs and one large file cabinet with lock to exclusive Association use.

ARTICLE XXII

Professional Compensation

A. Salary Policy:

1. It is the responsibility of the faculty candidate or the faculty member to present to the proper administrator the following:

undergraduate and graduate credit hours; teaching, industrial, business, military and professional experience; to make available all experience that he wishes to be considered for beginning placement or revised placement on the salary schedule.

2. After the initial presentation of the total experience package, it is the responsibility of the administrator and prospective faculty member to agree upon the total number of hours and years which will be creditable basing their decisions on their applicability to the area in which the candidate would be hired. Once this is agreed upon, the faculty member should be given a statement about years of experience and hours accepted.

3. Any future professional or occupational activity applicable to the instructional assignment may, upon prior approval, be granted creditable hours towards rank or experience advancement.

B. Salary Schedule:

The salaries, increments and all other economic provisions of this contract, shall be retroactive to the beginning of the 1973-74 Academic Year.

1. The Sauk Valley College 1973-74 Instructional Salary Schedule contained herein shall be effective August 27, 1973.

SAUK VALLEY COLLEGE

1973-74 INSTRUCTIONAL SALARY SCHEDULE

EFFECTIVE 8-27-73

10 Months Only

Step	Assistant Instructor	Instructor	Assistant Professor	Associate Professor	Professor
1	8,000	9,200	10,975	12,700	14,725
2	8,300	9,525	11,375	13,175	15,275
3	8,600	9,850	11,800	13,650	15,800
4	8,900	10,225	12,250	14,175	16,425
5	9,200	10,600	12,700	14,725	17,050
6	9,525	10,975	13,175	15,250	17,700
7	9,850	11,375	13,650	15,825	18,350
8	10,225	11,800	14,175	16,425	19,050
9	10,600	12,250	14,725	17,050	19,775
10	10,975	12,700	15,250	17,700	20,525
11		13,175	15,825	18,350	21,300
12				19,050	22,100

Twelve month personnel....multiply location on the salary schedule by 1.2 to the nearest $5.00.

ARTICLE XXIII

Effect of This Agreement

A. The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the Association and the Board with regard to subjects covered herein.

B. Should any article, section, or clause of this Agreement be finally declared illegal by a court of competent jurisdiction, or be in conflict with regulations established by the Illinois Junior College Board, said section or clause, as the case may be, shall be automatically deleted from this Agreement to the extent that it violated the law. The remaining articles, sections and clauses shall remain in full force and effect for the duration of the Agreement if not affected by the deleted article, section or clause.

ARTICLE XXIV

Duration of Agreement

A. This Agreement shall be effective at such time as it is ratified by both parties and shall continue in effect through the 30th day of June, 1974, provided that Article III, IV and V of this Agreement shall be terminated only by mutual agreement when negotiations for the following year have not been completed. The Board will continue to recognize the Association as the sole bargaining agent through the steps of mediation, fact-finding and release of the fact-finder's report to the public as provided in Article IV, C, 4.

B. Negotiations for a new Agreement shall begin not later than January 15, nor prior to January 1, of the year in which this Agreement is to terminate.

C. Challenge:

Upon the filing of a petition with the Secretary of the Board, signed by not less than 30% of the members of the Negotiating Unit, requesting a referendum for the purpose of challenging the present Negotiating Unit or requesting that no organization represent the full-time professional instructional staff and counselors, the Secretary of the Board shall immediately notify the President of the Faculty Association of the filing of such petition by sending by United States mail a written notification of such filing with a copy of such petition. The Association may file objections to the petition with the Secretary of the Board within 7 days of the receipt of such notification. Within 14 days after receipt of any objections, the Board shall hold a hearing and make a determination as to the validity of the petition. If the Board finds such petition to be valid, the referendum shall be held within 14 days after the determination of validity. A petition requesting a referendum may only be filed between the 15th day of September and the 1st day of November in any year and no more than one petition will be accepted in any calendar year. The cost of conducting any referendum ordered by the Board shall be borne by the Board and the ballots used in any referendum shall include "No Representative" as an alternative choice.

Upon certification of the results of any referendum, the Board of Trustees shall declare the organization receiving the majority

of the votes cast at such referendum as the exclusive representative of the full-time professional staff eligible for membership in a bargaining unit, or if the majority of the votes cast are for "No Representative", the Board shall not recognize any representative for at least 12 months after the termination date of this Agreement.

D. Nothing contained herein shall require duties or attendance at the College beyond the date required in the individual employment agreement.

ARTICLE XXV

Acceptance

This Agreement is signed and adopted this 8th day of October, 1973.

IN WITNESS WHEREOF:

For the SAUK VALLEY COLLEGE FACULTY ASSOCIATION

David L. Zindl
President

Robert D. Thomas Sr.
Secretary

For the BOARD OF JUNIOR COLLEGE DISTRICT NO. 506

Catherine R. Perkins
Chairman

Henry J. Kobbeman
Secretary